

Exhibit C

R.D. 3 Box 184-1  
Greenwood, DE 19950



GREENWOOD OFFICE: Phone (302) 349-4277  
Fax (302) 349-5419

# SUBCONTRACT AGREEMENT

This AGREEMENT entered into at Wilmington, New Castle County, Delaware, this 25TH day of APRIL, 19 2002  
by and between DAISY CONSTRUCTION CO., 3128 NEW CASTLE AVENUE, NEW CASTLE, DELAWARE 19720, hereinafter  
referred to as Contractor and SPECIALTY SERVICE CONTRACTORS, INC., 2002 GRAVES COURT, SUITE A,  
BALTIMORE, MARYLAND 21222  
hereinafter known as Subcontractor.

## WITNESSETH

DELAWARE RIVER & BAY AUTHORITY

Work included under CONTRACT NO. DMB-02-01-1295 / US RT 13 RAMP

In accordance with Plans and Specifications prepared by

RUMMEL, KLEPPER & KAHL

WHEREAS Subcontractor has submitted a proposal to contractor for the furnishing of certain labor and material in and about the  
construction of the job aforesaid,

IT IS HEREBY AGREED AS FOLLOWS.

Subcontractor shall furnish the materials and perform the work (including without limitation all permits, licenses, materials, labor,  
water, tools, equipment, light, power, transportation, and other facilities and things necessary for the execution and completion of the  
work) as required by and in accordance with the following documents:

PLEASE SEE AND SIGN ATTACHED DOCUMENT #02-01-01 FOR ITEMIZED  
SCOPE OF WORK.

RENTAL WITHHOLDING SHALL BE 10% FOR THE FIRST 50%  
OF WORK completed. The retainage will be reduced to  
5% after 50% of subcontract is completed.

Subject to the terms of the General Conditions listed on the reverse side hereof, the Contractor agrees to pay the Subcontractor  
for the performance of his work in the sum of

Seven Hundred And Twenty Two Thousand & 00/100 (\$722,000.00)

This Subcontract Agreement consists of 0 additional pages.

SUBCONTRACTOR  
SPECIALTY SERVICE CONTRACTORS, INC.

CONTRACTOR  
DAISY CONSTRUCTION COMPANY

FIRM NAME  
NAME Kevin M. Howell TITLE Pres. / Owner  
DATE 05/14/02

NAME Kevin M. Howell TITLE OPER. MGR.  
DATE 05/14/02



## GENERAL CONDITIONS

1. If requested by the contractor, the Subcontractor agrees to furnish acceptable performance and labor and material payment bonds. Subcontractor further agrees to carry the following insurance with a carrier having an A.M. Best rating of A- or higher:

(a) Worker's Compensation and employer's liability insurance, complying with laws of the state in which the work is to be performed or elsewhere as may be required. Employer's liability insurance shall be provided with a limit not less than:

Bodily Injury by Accident: \$100,000 each accident

Bodily Injury by Disease: \$100,000 each employee

Bodily Injury by Disease: \$500,000 policy limit

U.S. Longshoreman's and Harbor Worker's Coverage should be certified where applicable.

(b) Commercial General Liability Insurance, including:

1. Occurrence Form.

2. Products / Completed Operations.

3. Personal Injury

4. Limits of Liability:

each occurrence - \$1,000,000

Products / Completed Operations Aggregate - \$1,000,000

General Aggregate - \$2,000,000

5. Delay Construction Company added as additional insured

6. Thirty (30) days notice of cancellation, non-renewal or material change provided

(c) Comprehensive Automobile Liability, including:

1. Owned vehicles

2. Hired vehicles

3. Other non-owned vehicles

4. Bodily Injury and Property Damage Liability - \$1,000,000 per accident.

(d) Umbrella Excess Liability Policy:

Minimum Limit - \$1,000,000

1. Delay Construction Company added as additional insured.

Subcontractor agrees to indemnify, hold harmless and defend Dalsey Construction Company from and against any and all liability for loss, damage or expense which Dalsey Construction Company may suffer or for which Dalsey Construction Company may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the work to be performed for Dalsey Construction Company whether or not due in whole or in part to any act, omission, or negligence of Dalsey Construction Company or any of its representatives, employees, subcontractors or third parties, whether known or unknown to Contractor and / or Subcontractor.

Subcontractor shall also bear the risk of loss and carry sufficient insurance to fully protect himself, the Contractor and the Owner against:

(a) Loss or damage to all materials, equipment and tools furnished by Subcontractor caused by fire, theft, mysterious disappearance, vandalism, half, tornado or other Acts of God; until the job is completed and accepted by the Owner;

(b) Loss or damage to all tools, equipment, storage sheds and trailers owned, rented or borrowed by Subcontractor caused by fire, theft, mysterious disappearance, vandalism, half, tornado or other Acts of God; until the job is completed and accepted by the Owner;

(c) Loss or damage to all materials stored or installed by Subcontractor either at the job site or elsewhere until the job is completed, accepted and final payment is made by the Owner.

All policies shall be available for inspection by the Contractor before commencement of Subcontractor's work. In addition, insurance certificates shall be delivered to the Contractor before the Subcontractor shall commence work or as soon thereafter as possible. The paid insurance certificates shall be delivered to the Contractor before the Subcontractor shall commence work or as soon thereafter as possible. The said insurance certificates shall contain a provision that the Contractor will be given 30 days notice prior to cancellation of the policies. Evidence of payment of Worker's Compensation Insurance must be furnished to the Contractor prior to final payment.

2. Subcontractor agrees to pay all Federal, State, City, and County taxes, Social Security, Unemployment Compensation and Sales taxes.

3. Subcontractor shall obtain and pay for all permits and comply with all applicable Federal, State, County and Municipal laws, ordinances, rules and regulations.

4. Subcontractor agrees to commence work when notified and further agrees to complete the work without delay. The Subcontractor further agrees to perform all work under this Contract with all possible dispatch; to execute all work in such a manner as not to delay any other Subcontractor or the Contractor in the general progress of the whole work of which this Contract forms a part. Subcontractor shall man the job at all times to the complete satisfaction of Contractor. Contractor may, from time to time, request Subcontractor to provide additional men at the job and Subcontractor agrees to comply with such request within forty-eight (48) hours. In the event that Contractor deems an employee of Subcontractor objectionable, Subcontractor shall dismiss such employee from the work. To the end that work may not be interrupted by labor disputes, Subcontractor and each of its subcontractors shall employ only such labor as, to the satisfaction of Contractor, will work in harmony with other trades upon the project.

5. Subcontractor shall keep the job adequately supplied with materials at all times to the complete satisfaction of Contractor. Contractor may from time to time, request Subcontractor to increase the supply of materials at the job. Subcontractor agrees to comply with such request within forty-eight (48) hours, or as soon thereafter as is possible.

6. No extra work or changes under this Contract will be recognized or paid for unless agreed to in writing before the work is done or the changes made, in which writing, shall be specified in detail, the extra work or changes to be made together with the price to be paid or the amount to be deducted, as the case may be. It is specifically agreed that no changes will be permitted from the plans and specifications upon which the subcontract is based without the written consent of the Contractor, and it is further expressly agreed that no changes will be taken up with the Owner or Architect except through this Contractor.

No overtime will be paid by the Contractor unless so specifically agreed in writing.

7. Subcontractor shall submit schedules, samples, tests, certificates, shop drawings, etc. within ten (10) days after the execution of this Agreement.

8. The Subcontractor shall furnish all necessary tools, equipment, scaffolding, etc. connected with his work.

9. Where Subcontractor is paid for materials and / or equipment prior to installation, such materials and / or equipment shall thereupon become the property of Owner and / or Contractor, irrespective of whether the materials and / or equipment have been delivered to the job site; provided however, that Subcontractor shall nevertheless continue to bear the risk of loss against fire, theft, mysterious disappearance, vandalism, half, tornado, and other Acts of God. Such materials and / or equipment shall be held by Subcontractor for the benefit of Owner and Contractor and shall not be moved except to the job site without express written authorization from Contractor.

10. This Contract is payable at the office of the Contractor.

All progress payment requests by Subcontractor shall be delivered to Contractor on the 25th day of each month. Any request not received by that time will not be considered until the end of the following month. Requests for final payment must be accompanied by written acceptance of the Architect. If requested, unless otherwise specifically agreed herein, payments on this Contract are to be made in the same manner as provided for in the general Contract between the Contractor and Owner, and as allowed and approved by the Architect.

11. All payments made to Subcontractor by Contractor under this Agreement shall constitute a trust fund in the hands of Subcontractor for the benefit of all persons, firms or corporations having performed work or labor, supplied services or supplied materials for Subcontractor in connection with his obligation under this Agreement, and no such payment or any part thereof shall be diverted to or used by Subcontractor for any other purpose until all such claims have been fully paid.

In the event that Subcontractor shall fail to pay promptly any amount due any of its subcontractors, material men, employees or others, or in the event of the existence of any claim against Subcontractor which has given or could give rise to a lien against the said premises or any part thereof, or against money or monies or any part thereof due the Contractor from Owner, Contractor may pay the same and Subcontractor shall thereupon forthwith pay to Contractor the amount so paid by Contractor. Contractor may at its option retain, out of any monies then due or to become due to Subcontractor, an amount sufficient, in the opinion of Contractor, to satisfy the said claim or lien, and if the amount payable to Subcontractor shall be insufficient to satisfy the said claim or lien then Subcontractor shall pay the deficiency to Contractor.

12. The Contractor shall have the right at any time to refuse or neglect to supply sufficient workmen or materials or to supply materials of sufficient quantity, or to become insolvent, (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against him any bankruptcy or receivership action, Federal or State, have any attachment or levy against or upon the person or property of the Subcontractor or upon funds due or to become due to the Subcontractor from the Contractor, or refuse to follow plans and specifications, or fail in any respect to prosecute the covenants on its part to be performed, the Contractor shall have the right, after two (2) days written notice to the Subcontractor, or to anyone representing the Subcontractor in the performance of the work to terminate this Contract in whole or in part. The Architect or Engineer shall be the judge of the acceptable work and settlement shall be made to this point, the property of the Architect or Engineer's decision. In that event, the Contractor may use such materials of Subcontractor as remain on the job or the Contractor may direct the Subcontractor to remove said materials promptly. In which event, the Contractor shall provide necessary materials, labor, etc., to complete the Contract in whole or part and charge the cost thereof to the Subcontractor, crediting or debiting his account as the case may be when the work under this Contract is fully completed and accepted. The Subcontractor expressly agrees to accept and to abide by the above clause in this contract and further agrees that such termination of Contract shall not be made the basis of any legal action to secure additional compensation or damages, but nothing herein shall affect the right of the Contractor to recover damages from the Subcontractor for delay or malperformance or non-performance of this contract.

The Subcontractor agrees to hold the Contractor harmless from any and all liens and all claims of persons furnishing materials or labor or appliances in connection with the Contract. The Contractor will require of the Subcontractor satisfactory evidence as to the status of his account monthly. Subcontractor further agrees to pay the Contractor the amount of expenses and attorney's fees incurred by Contractor because of any default of Subcontractor in the performance of work or in the payment of labor and / or materials bills. Subcontractor when requested by Contractor shall supply a complete list of all suppliers, who are furnishing materials, and persons performing or furnishing labor to Subcontractor, and Contractor shall have the right to request of Subcontractor evidence of payment to such suppliers, and persons performing or furnishing labor to Subcontractor, as the work progresses. In the event the Subcontractor fails or refuses to submit to the Contractor evidence of payment to such suppliers and persons performing or furnishing labor to Subcontractor, Contractor shall have the option to withhold all monies otherwise due the Subcontractor until the information and documentation requested by the Contractor is furnished by the Subcontractor.

12. The Subcontractor must remove upon completion of his work or at such times as directed by the Contractor, all surplus materials, rubbish, etc. brought into the building or upon the premises by the Subcontractor and leave the building broom-clean and windows clean insofar as the work herein contracted for is concerned. It is also agreed and understood that the Subcontractor is to do all cutting and peeling that is necessary in connection with his work. Should the Subcontractor fail to promptly remove his debris, Contractor will remove it and charge the cost to the Subcontractor.

13. The Subcontractor agrees to indemnify and save harmless the Contractor and Owner from any and all manner of claims or suits for infringement of patents or violations of patent rights, including all cost connected to same.

14. It is further agreed that all requirements with regard to labor priority, maximum hours of labor, scales of wages of all skilled, semi-skilled, and unskilled workmen and the method of payment of any other provision will be fulfilled whenever covered by the Contract documents.

15. Subcontractor recognizes that it is the Contractor's policy to cooperate fully with the President's Committee on Equal Employment Opportunity and to effect maximum compliance with the rules, regulations, purposes, and policies of said Committee and its successors, as well as all Executive Orders, Judicial Decisions, and Statutes of Congress designed to eliminate race, religion, national origin and sex as factors in affording all employees and prospective employees equal employment opportunity. Subcontractor agrees to implement such policy as the Subcontractor's own and further agrees to warrant, indemnify, defend, and hold harmless Contractor from any and all claims and demands, damages, losses, costs, expenses, and penalties arising out of or in any manner connected with Subcontractor's employment practices.

16. Subcontractor shall designate one of its employees as foreman in charge, and any directions or notice given by Contractor to said foreman shall be considered notice to Subcontractor.

17. Subcontractor must comply with the Occupational Safety and Health Act and the Safety and Health Regulations for construction. Any penalties assessed resulting from an alleged violation for Subcontractor's failure to comply with this said Act and Regulations shall be Subcontractor's sole responsibility.

Any assessment of penalties against Contractor and / or Owner resulting from Subcontractor's failure to comply will be charged to Subcontractor's account and the assessed amount withheld from payment.

In the event of a penalty assessed Contractor and / or Owner due to failure to so comply by more than one (1) Subcontractor, amounts of assessment for said penalty will be proportionate in accordance with the best judgment of the Contractor and / or Owner.

18. When labor only is furnished by the Subcontractor, Subcontractor agrees to use Contractor's materials without waste, and agrees to pay for any material ruined or damaged because of negligence or carelessness. Unless otherwise stated, when material is furnished by Contractor, same shall be delivered to the curb-line of the building which shall constitute delivery. Quantities of materials used daily shall be reported to the Contractor's Superintendent and empty sacks bundled and placed in Contractor's warehouse. It is agreed that should the Subcontractor use Contractor's hoist, mixer, or other equipment, or ice water, gas, electricity, water, etc., an agreed price in writing must be made with the Contractor's Superintendent or settled strictly by Contractor's charge.

19. If Contractor and / or Owner has awarded or hereafter awards contracts to others, Subcontractor agrees to cooperate fully with Contractor, the Owner, their agents, employees, Subcontractors and all others engaged on the project and to carefully fit and coordinate Subcontractor's work to that provided under other contracts. Subcontractor shall not commit or permit any act which will interfere with the performance of work by others. Subcontractor, by acceptance of this Agreement, acknowledges that it has made allowances for all foreseeable delays caused by Owner, Contractor, other independent contractors and Subcontractors on the job site.

20. Subcontractor warrants and guarantees that all of his work, together with all materials furnished by the Subcontractor, shall be free from defects for a period of one (1) year after Owner's final acceptance of project. Defects appearing during the period of guarantee shall be made good by the Subcontractor at his expense. This warranty shall be in addition to any other warranties which may be contained in the plans and specifications which are part of this agreement.

Any and all certificates of compliance required by the Contract documents will be furnished on demand. Subcontractor hereby assigns to Contractor and Owner, and agrees to furnish, the warranties and guarantees called for in the Contract with respect to any of the obligations of Subcontractor under this Agreement, and agrees to pay to Contractor and does hereby indemnify it against any liability, loss or expense (including attorney's fees) incurred or suffered in consequence of such guarantees and warranties.

21. It is understood and agreed that notice of any damage which Subcontractor alleges the Contractor or other Subcontractor has caused him or the building him must be filed in writing with the Contractor within ten (10) days after the extent of the damage has been ascertained. Otherwise, same will be considered void by both parties.

22. If this subcontract is cancelled or terminated, Subcontractor, upon receipt of notice of cancellation or termination, shall stop work immediately on the unfinished portion of the subcontract, shall cancel or terminate all unperformed or partially performed subcontracts and purchase orders, shall take such action as is reasonably necessary or as is directed to protect and preserve property in its possession in which the Owner has or may acquire an interest, shall notify the Contractor in writing of any legal proceedings against the Subcontractor arising out of this subcontract, shall proceed as promptly as possible to make a settlement with its Subcontractors, material suppliers, etc. and to the settlement of its own termination claim.

23. In case of dispute in regard to any articles of this Agreement, arbitration is provided for in the General Contract between the Owner and Contractor, same shall apply with equal force to this Agreement. In the event that no arbitration is provided in the Contract between Contractor and Owner, then the decision of the Architect or Engineer shall be final in case of any dispute between Contractor and Subcontractor arising out of this Agreement.

Everything required of the Contractor in this connection is applicable to the Subcontractor.

MAIN OFFICE:  
3128 New Castle Avenue  
New Castle, DE 19720

Phone (302) 658-4417  
Fax (302) 658-0618



Our Priority is Safety. Our Spirit is Quality & Service.

PENNSYLVANIA OFFICE:  
16 Haines Drive  
P.O. Box 91  
West Grove, PA 19390

Phone (610) 869-2170  
Fax (610) 869-0734

Document: #02-01-01

Re: Contract #DMB-02-01 I-295 / US RT 13 RAMPS

The Latest Project Plans, Specifications and Special Provisions. Particularly as relates to the following scope of work:

Item	Description	Quant	Unit Price	Amount
001	Mobilization	1.00 LS	85000.00	85000.00
104	Relocate GM-30	1.00 LS	5000.00	5000.00
105	Modify/Relocate GM-43	1.00 LS	7000.00	7000.00
106	Furnish & Install GM-44	1.00 LS	5000.00	5000.00
107	Furnish & Install GM-45	1.00 LS	9000.00	9000.00
108	Furnish & Install GM-46	1.00 LS	7000.00	7000.00
109	Furnish & Install GM-47	1.00 LS	7000.00	7000.00
110	Furnish & Install GM-48	1.00 LS	6000.00	6000.00
111	Furnish & Install GM-49	1.00 LS	6000.00	6000.00
112	Relocate Cant C-166	1.00 LS	10000.00	10000.00
113	Modify Sign C-168	1.00 LS	1000.00	1000.00
114	Modify Sign OH-82	1.00 LS	1000.00	1000.00
115	Relocate OH STR OH-95A	1.00 LS	55000.00	55000.00
116	Furnish & Install New OH STR OH-97A	1.00 LS	80000.00	80000.00
117	Remove/Replace Ex Signs on OH-97A	1.00 LS	5000.00	5000.00
118	Remove EX OH STR OH-160	1.00 LS	1000.00	1000.00
119	Furnish & Install New OH STR OH-160A	1.00 LS	85000.00	85000.00
120	Remove EX OH STR OH-161	1.00 LS	1000.00	1000.00
121	Furnish & Install New OH STR OH-161A	1.00 LS	85000.00	85000.00
122	Remove EX OH STR OH-167	1.00 LS	1000.00	1000.00
123	Furnish & Install New OH STR OH-167A	1.00 LS	70000.00	70000.00
124	Modify Gantry STR 12	1.00 LS	10000.00	10000.00
083	High Mast Foundations	150 CY	1200.00	180000.00
			<b>Total</b>	<b>\$722,000.00</b>

- Note:
- 1) General Contractor To Supply All Maintenance Of Traffic.
  - 2) Prices Exclude Sign Lighting And Electrical Work.
  - 3) Prices Exclude Any Temporary Mounting Of Signs.
  - 4) General Contractor To Perform Foundation Removals, If Required.
  - 5) General Contractor To Provide Construction Stakeout.
  - 6) Prices Exclude Payment and Performance Bond; If Required Add 1.75%.
  - 7) ~~DAISY CONTRACTOR TO PROVIDE ACCESS / WALK ROAD FOR HIGH MAST FOUND.~~

THIS SUBCONTRACT OBLIGATES THE SUBCONTRACTOR TO THE FULL EXTENT TO WHICH DAISY CONSTRUCTION COMPANY IS OBLIGATED TO THE OWNER FOR THE SPECIFIC SCOPE OF WORK INDICATED ABOVE, INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES AND RETAINAGE.

SUBCONTRACTOR

SPECIALTY SERVICE CONTRACTORS, INC.

NAME KEVIN M. HOWEN TITLE PRESIDENT

DATE 05/02/02

CONTRACTOR

DAISY CONSTRUCTION COMPANY

NAME Thomas M. Viti TITLE OPER. MGR.

DATE 05/14/02

AN EQUAL OPPORTUNITY EMPLOYER